CITY OF AUSTIN SCOPE OF WORK CEMETERY MATERIALS AND EQUIPMENT INVITATION FOR BID (IFB) NO. 8600-DCM1030

1.0 PURPOSE

The City of Austin seeks to establish a contract with a contractor(s) to provide cemetery materials and equipment for the Cemetery Operations Division, Parks and Recreation Department. This scope of work establishes the minimum requirements for these services. All services shall be rendered at the location/address specified at the time of order by the Contract Manager or designee.

This IFB will be awarded to the Contractor that submits the lowest responsive responsible bid. It is the City's preference to award a single contract for these services however, the City reserves the right to reject all bids entirely or make multiple contract awards per line item, between the lowest and/or, most responsive and responsible bidders. Award shall be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as-a-result of this solicitation and, instead, award the entire contract to a Contractor available through a cooperative purchasing agreement.

2.0 TERM OF CONTRACT

The term of the contract shall be effective as of the date the offer is accepted by the City unless otherwise stated "effective date" and remain in effect for an initial term of 36-Months. The Contract may be extended beyond the initial term for up to two (2) additional 12-Month periods at the City's sole option.

3.0 CONTRACTOR QUALIFICATIONS

- 3.1 The Contractor shall have three (3) years' experience in the manufacturing or distributing of cemetery, funeral home, and burial vault equipment and supplies in the industry.
- 3.2 The Contractor shall maintain a full-time operational facility.
- 3.3 The Contractor shall be qualified and trained to provide cemetery materials and equipment outlined in this IFB.
- 3.4 The Contractor shall not have had significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

4.0 CONTRACTOR REQUIREMENTS

4.1 <u>Contractor Responsibilities</u>

- 4.1.1 The Contractor shall provide all equipment, labor, materials, transportation and shipping, required for proper execution of the contract and related services as described in this IFB.
- 4.1.2 The Contractor shall provide and maintain a staffed telephone customer service system that is operational during regular business hours.
 - 4.1.2.1 Regular business hours are defined as Monday through Friday from 7:00 A.M. to 5:00 P.M.
 - 4.1.2.2 Telephone answering machines do not meet the requirements of this paragraph.

- 4.1.3 The Contractor shall include all fees necessary to deliver cemetery materials and equipment as specified in the Price Submittal Sheet. The Price Submittal Sheet shall be inclusive of all costs.
- 4.1.4 The Contractor shall provide cemetery materials and equipment within receiving 24-Notice, via a delivery order from the Cemetery Operations Division.
- 4.1.5 The Contractor shall provide written confirmation of the delivery of the cemetery materials and equipment to the Cemetery Operations Division within 48-Hours of shipping.
- 4.1.6 The Contractor shall deliver cemetery materials and equipment within 72-Hours, after receiving a delivery order, from the Cemetery Operations Division.
 - 4.1.6.1 The Contractor shall notify the Cemetery Operations Division if they are unable to deliver the cemetery materials and equipment within 72-Hours.
 - 4.1.6.2 The Contractor shall submit, in writing, a new timeline for the delivery of the cemetery materials and equipment to the Cemetery Operations Division for approval.
- 4.1.7 The Contractor shall not unload shipments during funeral services. The Cemetery Operations Division will advise the Contractor of scheduled cemetery services, as required, to facilitate uninterrupted delivery of cemetery materials and equipment and minimize impact on the public during daily operations.
- 4.1.8 The Contractor shall provide cemetery materials and equipment on weekends, if necessary, and as requested and approved, in writing, by the Cemetery Operations Division.

4.2 Contractor's Point of Contact

- 4.2.1 The Contractor shall provide a Single Point of Contact (SPOC) who is skilled, knowledgeable, and experienced in providing the types of services listed in this IFB to the Cemetery Operations Division, within five (5) days after contract award.
- 4.2.2 The Contractor shall provide SPOC's office number, email address, and cell phone number to the Cemetery Operations Division, within five (5) days after contract award.
- 4.2.3 The Contractor shall not remove the SPOC from the project without prior written consent by the Cemetery Operations Division. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC to the Cemetery Operations Division. The designee shall meet the same requirements as specified for the SPOC within this IFB and shall have the same authority as the SPOC.

4.3 Cemetery Materials and Equipment Requirements

- 4.3.1 The Contractor shall manufacture and deliver cemetery materials and equipment of age and condition to effectively perform Cemetery Operation tasks as stated in this IFB.
- 4.3.2 The Contractor shall ensure that all cemetery materials and equipment are clean and in proper working order by industry standards.
- 4.3.3 The Contractor shall notify the Contract Manager of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the cemetery materials and equipment sold to the City. Failure to report this within 15-Calendar days after receipt of notice may result in cancellation of the Contract.

- 4.4 Cemetery Material and Equipment Packaging and Shipping Requirements
 - 4.4.1 The Contractor shall ensure all shipments meet the <u>ASTM Paper Standards and</u> Packaging Standards
 - 4.4.2 The Contractor shall clearly mark the contents of the shipment on each container.
 - 4.4.3 The Contractor shall ensure that packaging is conducted in a way as to minimize damage to cemetery materials and equipment while in transit. Damaged cemetery materials and equipment will not be accepted. If the damage is not readily apparent at the time of delivery, the cemetery materials and equipment will be returned to the Contractor at no cost to the City.
 - 4.4.4 The Contractor shall be responsible for the secure destruction of the cemetery materials and equipment in the event the entire shipment or part of the shipment is determined to be defective by the Cemetery Operations Division.
 - 4.4.5 The Contractor shall be required to replace the defective at no additional cost (including shipping) to the City of Austin

4.5 Warranty

The Contractor shall warrant all furnished under any delivery order resulting from this IFB, are free from defects including but not limited to title, design, material, and workmanship in normal use, under storage, and service in accordance with manufacturer's standard warranty. At a minimum, such warranty shall include repair or replacement of any defective products at no additional cost (including shipping) to the City of Austin. This warranty period will be the regular period offered by the manufacturer or one (1) year, whichever is longer.

5.0 **DESIGNATION OF KEY PERSONNEL**

5.1 The Cemetery Operations Division and the Contractor resolve to keep the same key personnel assigned to the contract throughout the term of the contract. In-the-event that it becomes necessary for the Contractor to replace any key personnel, the replacement shall be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the Cemetery Operations Division and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor shall provide the Cemetery Operations Division the name of their key personnel within one (1) week of the contract effective date. The Department's key personnel are identified as follows:

Title	Name	Phone Number	Email Address
Contractor Contract Manager	TBD	TBD	TBD
City General Maintenance Supervisor II, Cemetery Operations	Boyce J. Freitag	(512) 978-2326	Boyce.Freitag@austintexas.gov
City Parks Ground Manager, Cemetery Operations	Jason Walker	(512) 978-2319	Jason.Walker@austintexas.gov
City Contract Management Specialist IV	Denisha Cox	(512) 974-6718	Denisha.Cox@austintexas.gov
City Procurement Administrator, Procurement Specialist	Diana McIntosh	(512) 974-2034	Diana.McIntosh@austintexas.gov

5.2 The Cemetery Operations Division identified above will be the main point of and will manage the services, operations, and communications. The Cemetery Operations Division will notify the Contractor in writing in the event there is any change in contract administration responsibilities. E-mail communication is preferred, but in the case of emergencies, please contact the Cemetery Operations Division by phone.

6.0 INVOICES

- 6.1 Invoices shall be emailed to PARDAccountsPayable@austintexas.gov on or before the 15th of each month for all the services provided in the prior month. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- 6.2 At a minimum, invoices shall be itemized and contain the following information, or they will not be processed and will be returned to the Contractor for correction:
 - a. A unique invoice number;
 - b. Invoice date:
 - c. Purchase order or delivery order number;
 - d. Contract number;
 - e. Description of services performed;
 - f. The Contractor's name and remit to address; and
 - g. The Contractor's tax identification number (must exactly match the information in the Contractor's registration with the City.)

7.0 OMISSIONS

It is the intent of this IFB to acquire the services described herein. All items and/or services omitted from this document which are necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's Offer.

8.0 CITY REQUIREMENTS

- 8.1 The Cemetery Operations Division will issue a Delivery Order for each order.
- 8.2 The Cemetery Operations Division reserves the right to inspect the entire shipment within five (5) working days of delivery of each shipment or at a reasonable time of delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. Payment will be processed after inspection has been completed and the Cemetery Operations Division determines that the material delivered meets specifications or the day on which a corrected invoice for the materials was received, whichever is later.
- 8.3 The Cemetery Operations Division reserves the right to place orders on an as-needed basis and quantities will vary.
- 8.4 The Cemetery Operations Division reserves the right to increase or decrease projected order quantities.
- 8.5 The Cemetery Operations Division will grant prior written approval for any sub-contractor services.